

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant The Hawthorn Group, L.C. 1300 North 17th Street, Suite 1330 Arlington, VA 22209	2. Registration No. 4910
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3. Name of foreign principal The Government of the Republic of Albania	4. Principal address of foreign principal Tirana, Albania
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5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Office of the Prime Minister and Office of the President.

b) Name and title of official with whom registrant deals.

Aleksander Meksi, Prime Minister and Dr. Sali Berisha, President.

7. If the foreign principal is a foreign political party, state: N/A

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A

KS / 9/11

Name and Title

Jack Buechner, Manager

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant
The Hawthorn Group, L.C.

Name of Foreign Principal
The Government of the Republic
of Albania

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

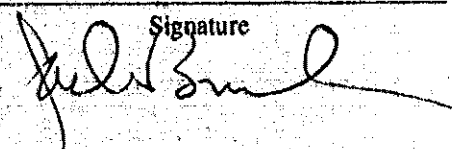
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant intends to act as a liaison between Western businesses and Albanian enterprises; act as liaison between the Government of Albania and the U.S. Government, executive branch and the legislative branch, the World Bank, OPIC, and the EX-IM Bank.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant intends to attempt to secure the removal of Albania from certain lists of prohibited countries in order to secure for them certain aid and loans currently denied to them.

Date of Exhibit B	Name and Title	Signature
4/25/94	Jack Buechner, Manager	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

THE HAWTHORN GROUP LC & JACK BUECHNER
-and-
THE GOVERNMENT OF THE REPUBLIC OF ALBANIA

CONTRACT

THG/Buechner and the Government of the Republic of Albania agree as follows:

1. Retention.

- (a) Services. Government of the Republic of Albania retains THG/Buechner to provide public relations governmental affairs and related services as required by the Government of Albania.
- (b) Retainer and Fees. In consideration for services rendered, the Government of the Republic of Albania shall pay THG/Buechner a monthly retainer of \$12,500.00(US), payable upon receipt of THG's/Buechner's invoice. Government of Albania shall also pay such other fees as THG/Buechner and Government of Albania agree to from time to time, including \$2,500.00(US) per month to be deposited in an account to cover expenses. The first payment totalling \$25,000.00 will be due immediately to cover work in progress plus work urgently in need of completion. Expenses will include, but not be limited to, translation where necessary and travel to Albania at least four times annually, and elsewhere as needed at business class fares.
- (c) Billing. THG/Buechner shall bill Government of Albania monthly for its services and for charges incurred in representation of Albania at a rate of \$200.00/hour for the services of The Hawthorn Principals: Jack Buechner, John Ashford, Kate Mattos, Suzanne Hammelman and Michael McAdams and for the appropriate support staff at fees ranging from \$35.00 - \$125.00/hour. THG/Buechner shall also bill Government of Albania for all expenses, service charges, sales and use taxes, and other out-of-pocket costs incurred in its representation of Albania including without limitation travel expenses, legal fees, and the cost for spokesperson or other third parties retained under this Contract. If at the end of the contract THG/Buechner have not provided fees and expenses equivalent to the retainer plus the expense advance they will return the balance to Albania. When in transit, the hourly fees of THG/Buechner will be reduced to one-half of the regular rate.
- (d) Payment. Government of Albania shall pay in full each THG/Buechner invoice upon receipt by fax or courier. Government shall advice THG/Buechner by telecopy or courier of any dispute regarding an invoice within 7

days of receipt. If Government fails to so notify THG/Buechner, Government shall be deemed to have accepted such invoice in its entirety. For 1994 the payment altogether would not exceed \$200,000.00 (US)

- (e) Nonpayment. If the Government of the Republic of Albania fails to pay any THG/Buechner invoice within 60 days after the date of the invoice, THG/Buechner may, in its sole discretion, suspend all or any part of its services to Albania until payment is received or, without prior notice to Government, terminate this Contract.

2. Termination. In addition to THG's/Buechner's rights under paragraph 1(e) hereof, ether party may terminate this Contract at any time with or without cause by giving 45 days' prior written notice to the other party. During the 45 day notice period, THG/Buechner and Government shall continue to be bound by the terms of this Contract, THG/Buechner shall continue to provide Government with the services specified in this Contract, and THG/Buechner shall be paid in full for all services it performs during such 45 day period. Government shall also reimburse THG/Buechner for all amount that THG/Buechner must pay to third parties pursuant to non-cancellable agreements that THG/Buechner have entered into in its performance of this Contract.
3. Confidentiality. Government of Albania may designate as confidential any information that it provides to THG/Buechner under this Contract. THG/Buechner shall not disclose such information without Government's permission. THG/Buechner may, however, disclose such information to its employees, counsel, and other professional advisors if it believes that disclosure is required in connection with THG's/Buechner's provision of services hereunder. THG/Buechner may also disclose confidential information to the extent required by applicable law or judicial or administrative order. THG/Buechner may, without Government's approval, disclose the fact that they represent Government of Albania to other actual or potential THG/Buechner clients.
4. Performance and Approvals. During the term of this Contract, representatives of THG/Buechner and Government shall meet as frequently as either party deems necessary to review THG's/Buechner's and Government's performance of their obligations hereunder. In addition to such performance reviews, Government shall regularly review with THG/Buechner all comments, criticisms, and suggestions that Government may have about THG's/Buechner's performance. Government shall also have the sole responsibility for authorizing and approving the scope of dissemination of all information, public relations, and promotional materials released by or through THG/Buechner or Government. Government of Albania, with THG's/Buechner's recommendation, shall select all other providers of services required in connection with the planning and

implementation of the services provided under this Contract.

5. Accuracy of Information. Government of Albania shall be solely responsible for the accuracy, completeness, and legal compliance of all information about Albania that Government either provides to THG/Buechner or approves in connection with THG's/Buechner's performance of its obligations under this Contract.
6. Waiver. The failure of either party to require the strict performance of any provisions of this Contract in any one more instances, or to exercise its rights hereunder or at law or equity, shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.
7. Inspection. Government of Albania may inspect, at the THG office, all correspondence, contracts, books, accounts, and other materials prepared or held by THG that are indirectly related to its performance of this Contract. Inspections may be made during THG's normal business hours on 3 business days' prior written notice to THG.
8. Third Parties' Performance. THG/Buechner shall supervise the performance of any third parties retained by it or Government in connection with the performance of THG's/Buechner's obligations under this contract, but THG/Buechner shall not be liable in any way to Albania for the losses, liabilities, or damages incurred by Government as a result of any action or failure to act on the part of such third parties.
9. Survival. Paragraphs 1, 3, 4, 6, 7, 9 shall survive the termination of this Contract.
10. Miscellaneous.
 - (a) Notices. All notices required under this Contract shall be given in writing by personal delivery, telecopy (with confirmation of receipt), or certified mail (Return receipt requested), addressed to The Hawthorn Group, 1300 North Seventeenth Street, Suite 1330, Arlington, Virginia 22209, Attention: Jack Buechner; and to Albania by telecopy or courier delivery (with receipt) c/o the Prime Minister of Albania with a copy to the Albanian Ambassador to the U.S.A.. Notice shall be effective when received.
 - (b) Successors and Assigns. This Contract shall be binding upon inure to the benefit of the parties hereto and their respective successors and assigns.
 - (c) Amendment. This Contract may be amended only in writing executed by each of the parties hereto.

- (d) Entire Agreement. This contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements with respect to such subject matter between THG/Buechner and Client.
- (e) Governing Laws. This contract shall be governed by and construed under the laws of the State for Virginia.
- (f) Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.
11. Agent for Service. Government of Albania hereby irrevocably designates its Ambassador to the United States as its agent for the service of judicial notice or process in any litigation involving Government and THG/Buechner under this Contract. THG hereby irrevocably designates Jack Buechner as its agent for judicial service of process.
12. The parties also agree that discussions will take place to mutually decide if The Hawthorn Group/Jack Buechner will accept a portions of their fees to be left in Albania payable in Leks.
13. Entering into Force. This contract enters into force and is valid after its approval by the Government of the Republic of Albania, and would be announced through the Albanian Ambassador in U.S.A.
14. This contract is typed in two languages; English and Albanian, equally considered.


Jack Buechner

The Hawthorn Group, LC

By 

John Ashford, Chairman

Date

10.18.93

The Government of the Republic of Albania

By 

Aleksander Meksi, Prime Minister

Date